

PUBLIC TRANSPORTATION FEDERAL (SECTION 5311)

CAPITAL ASSISTANCE PROGRAM

FOR SMALL URBAN, RURAL AND INTERCITY SYSTEMS



2004 APPLICATION BOOKLET

**Wisconsin Department of Transportation
Issued August 2003**

ALTERNATIVE ACCESSIBLE FORMATS OF THIS DOCUMENT WILL BE PROVIDED UPON REQUEST

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. CAPITAL GRANT PROGRAM INFORMATION**
 - A. PROGRAM OBJECTIVES**
 - B. ELIGIBLE APPLICANTS**
 - C. ELIGIBLE PROJECTS**
 - D. ADA REQUIREMENTS**
 - E. PROJECT FUNDING**
 - F. OTHER PROGRAM INFORMATION**
- III. PROGRAM PROCESS AND SCHEDULE**
- IV. APPLICATION FORMAT**
 - LETTERS OF TRANSMITTAL**
 - EXHIBIT A - PROJECT DESCRIPTION, JUSTIFICATION, AND FINANCING**
 - EXHIBIT B - CERTIFICATION OF EQUIVALENT SERVICE**
 - EXHIBIT C - PUBLIC TRANSPORTATION SYSTEM DESCRIPTION**
 - EXHIBIT D - VEHICLE LEASE**
 - EXHIBIT E - INVOLVEMENT OF PRIVATE ENTERPRISE**
 - EXHIBIT F - PROJECT COORDINATION**
 - EXHIBIT G - COMPETITIVE PROCUREMENT REQUIREMENT**
 - EXHIBIT H - PUBLIC INVOLVEMENT**
 - EXHIBIT I - LABOR PROTECTION**
 - EXHIBIT J - USE OF PROJECT EQUIPMENT AND FACILITIES**
 - EXHIBIT K - FEDERAL ASSURANCES AND CERTIFICATIONS**
- V. APPENDICES**
 - A. SPECIAL 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAMS**
 - B. PROVISIONS OF THE NATIONAL (MODEL) 5333(b) AGREEMENT FOR INCORPORATION IN THE SPECIAL WARRANTY**
 - C. DISTRICT OFFICES OF THE OFFICE OF STRATEGIC FINANCE, WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES**
 - D. AREA AGENCIES ON AGING**
 - E. REGIONAL PLANNING COMMISSIONS**
 - F. STATUTES, REGULATIONS, EXECUTIVE ORDERS, AND ADMINISTRATIVE REQUIREMENTS APPLICABLE TO SECTION 5311 PROGRAM**

TRANSPORTATION DISTRICT OFFICES

DISTRICT ONE

Columbia, Dane, Dodge, Grant, Green,
Iowa, Jefferson, Lafayette, Rock, Sauk
Counties

District Director – Rose Phetteplace

Contact – Barbara Feeney

2101 Wright St.
Madison 53704-2583
(608) 246-3869

DISTRICT FIVE

Buffalo, Crawford, Jackson, La Crosse,
Monroe, Richland, Trempealeau, Vernon
Counties

District Director - Joe Olson

Contact – Jarrod Turk

3550 Mormon Coulee Road
La Crosse 54601-6767
(608) 789-4610

DISTRICT TWO

Fond du Lac, Kenosha, Milwaukee, Ozaukee,
Racine, Walworth, Washington, Waukesha
Counties

District Director - Les Fafard

Contact – Karen Schmiechen

141 NW Barstow St.
Waukesha 53187-0798
(262) 521-5454

DISTRICT SIX

Chippewa, Clark, Dunn, Eau Claire, Pepin,
Pierce, St. Croix, Taylor Counties

District Director - Don Gutkowski

Contact – Jeff Abboud

718 W. Clairemont Ave.
Eau Claire 54701
(715) 855-7661

DISTRICT THREE

Brown, Calumet, Door, Kewaunee, Manitowoc
Marinette, Menomonie, Oconto, Outagamie,
Shawano, Sheboygan, Winnebago Counties

District Director – Will Dorsey

Contact – Christopher Culotta/ Jeanette Cavanaugh

944 Vanderperren Way
Green Bay 54304
(920) 492-7712/ (920) 492-5986

DISTRICT SEVEN

Florence, Forest, Iron, Langlade, Lincoln
Oneida, Price, Vilas Counties

District Director - Dan Grasser

Contact - Frank Loreti

510 Hanson Lake Rd.
P. O. Box 777
Rhineland, WI 54501-0777
(715) 365-5744

DISTRICT FOUR

Adams, Green Lake, Juneau, Marathon
Marquette, Portage, Waupaca, Waushara,
Wood Counties

District Director - Mike Berg

Contact - Greg Stelmacher

1681 Second Avenue South
Wisconsin Rapids 54495-4768
(715) 421-8346

DISTRICT EIGHT

Ashland, Barron, Bayfield, Burnett,
Douglas, Polk, Rusk, Sawyer, Washburn
Counties

District Director-Jerry Mentzel

Contact - Martin Forbes

1701 North Fourth Street
Superior 54880
(715) 392-7964

PART I - INTRODUCTION

The Federal Transit Act, as amended, authorizes a program of federal financial aid for operating assistance and capital grant projects for public transportation programs in rural and small urban areas. Known as the Section 5311 program, it is designed to enhance access of people in non-urbanized areas for purposes such as health care, shopping, education, recreation, public service, and employment, by encouraging the maintenance, development, improvement, and use of public transportation services. Virtually all forms of public transportation services that serve non-urbanized areas are potentially eligible for federal aids under Section 5311.

In Wisconsin, the Department of Transportation has been designated by the Governor as the state agency responsible for administering the Section 5311 program. Chapter TRANS 6 of the Wisconsin Administrative Code regulates the administration of Section 5311 in Wisconsin. Chapter TRANS 6 details the allotment of federal funds in rural and small urban areas for capital and operating assistance projects.

This booklet describes application information required for all 2004 capital grants under the Section 5311 program. The instructions contained herein have been prepared to ensure conformance with the United States Department of Transportation regulations, as well as state regulations prescribed in Chapter TRANS 6 of the Wisconsin Administrative Code.

Any questions concerning the application procedures should be directed to your appropriate Department of Transportation District Office. Potential applicants are advised to contact the Transportation District Office as soon as they contemplate an application, both to keep the district personnel apprised of potential applications and so they can provide application assistance as may be required.

APPLICATIONS MUST BE SUBMITTED TO THE BUREAU OF TRANSIT AND LOCAL ROADS AND THE DISTRICT OFFICE BY **OCTOBER 15, 2003**.

AN OPPORTUNITY FOR A PUBLIC HEARING MUST BE PUBLICIZED PRIOR TO SUBMISSION OF THE APPLICATION
(See Exhibit H)

PART II - CAPITAL GRANT PROGRAM INFORMATION

A. PROGRAM OBJECTIVES

The Section 5311 capital grant program is designed to assist providers of public transportation in small urban and rural areas in their acquisition of capital equipment and facilities. Such capital projects must, however, fulfill the goals of the Section 5311 program; namely to enhance access of people in non-urbanized areas for purposes such as health care, shopping, education, recreation, public service, and employment by encouraging maintenance, development, improvement, and use of public transportation services.

B. ELIGIBLE APPLICANTS

Eligible applicants for Section 5311 capital grants are:

- (1) Counties, municipalities or towns, or agencies thereof; or
- (2) Transit or transportation commissions or authorities and public corporations established by law or by interstate compact to provide mass transportation services and facilities; or,
- (3) Two or more of any such bodies acting jointly under s. 66.30 Wis. Stats.
- (4) Native American Groups

If more than one public body financially participates in the project only one of the bodies should submit the application on behalf of all participating bodies. Title to any capital equipment provided under Section 5311 must reside with a public body.

C. ELIGIBLE PROJECTS

Capital grant projects under the Section 5311 program are only eligible for funding if the service the capital equipment or facilities are to be used for meets the following criteria:

1. The project must be for passenger transportation service in a non-urbanized area. The following types of projects are eligible:
 - a. Service intended to transport rural residents to a small urban or urbanized area.
 - b. Service intended to transport passengers around the rural area.
 - c. Service intended to transport passengers within a small urban area (under 50,000 population).
 - d. Service between urbanized areas which serves at least one stop outside an urbanized area.
 - e. Service intended to transport urbanized area residents to the rural area is not eligible for Section 5311 assistance.
2. Prior to application approval, the applicant must have the necessary authority to provide the transportation service for which the capital grant will be used.

3. The project transportation service may constitute an entire public transit system or may be an individual route or route segment.
4. The project transportation service must be open to the general public. Service provided exclusively for a particular subgroup of the general public (such as elderly, disabled or school children) is not eligible.
5. The project transportation service must be provided on a regular and continuing basis.
6. Fares must be collected for the project transportation service in accordance with established tariff schedules.
7. The project transportation service may be provided by bus, rail, shared-ride taxi, or other conveyance.
8. A public body must hold title to any capital equipment provided under the application.
9. Capital equipment provided may not be used to provide charter or sightseeing services unless private operators are not willing and able to provide charter or sightseeing services.
10. Capital equipment provided may not be used to engage in school bus operations, exclusively for the transportation of students and school personnel in competition with private school bus operators. Vehicles must remain open to the public at all times and be clearly marked for public use.
11. The applicant for the project must provide assurances that the local share of the project funding is available.
12. The applicant for the project transportation service must provide assurances that the project meets all requirements described in the various exhibits under the application procedures.

D. ADA REQUIREMENTS

The Americans with Disabilities Act generally requires that vehicles purchased after August 25, 1990 be accessible. An applicant operating or contracting for demand-responsive service (i.e., shared-ride taxi) must purchase accessible vehicles unless it certifies that the system, when viewed in its entirety, provides equivalent service to the disabled. (see Exhibit B)

E. PROJECT FUNDING

Capital project funding consists of two shares. The Section 5311 funds are considered the Federal share. The remaining funds are considered the local share. However, Federal funds from sources other than Section 5311 may be used as part of the local share.

The Federal share (Section 5311) of the project costs shall not exceed 80%, except that the Federal share of vehicle-related equipment required by the Clean Air Act or the Americans with Disabilities Act of 1990 may be funded at 90% of the net project cost of such equipment. One-half of the local share must be provided in cash, (or "in-kind" contributions) from sources other than Federal funds or revenue from the project transportation service. The remaining one-half of the local share may be provided by unrestricted funds from other Federal programs, depending on their availability.

The applicant should contact the Federal or State agency administering such funds to determine any restrictions on their use, as well as the availability of the funds for the applicant's project. If such funds are available, the applicant should obtain commitments to funding the applicant's project from the administering agency.

It is the responsibility of the applicant to provide for the local share. No Section 5311 funds will be granted without the local share!

F. OTHER PROGRAM INFORMATION

1. Equipment Ownership and Disposal - All capital equipment provided with Section 5311 grants must be titled to a public body or its agency. The equipment may not be transferred or sold without the written approval of the Wisconsin Department of Transportation.
2. Insurance - Federal and state interest in equipment requires that the grant recipient obtain property damage insurance covering 100% of the vehicle's market value.
3. The applicant must also maintain financial records as required by the Wisconsin Department of Transportation. These records shall be subject to audit by the Department of Transportation.

PART III - PROGRAM PROCESS AND SCHEDULE

Applicants who wish to participate in the 2004 capital grant program under Section 5311 must prepare a completed application as described in Part IV of this booklet.

An original and five copies of the application should be prepared.

- * The original should be sent to the Bureau of Transit and Local Roads, Madison and one copy to the appropriate Transportation District Office.
- * One copy should be sent to the appropriate Regional Office of Office of Strategic Finance, Wisconsin Department of Health and Family Services for review and comment (see Appendix C).
- * One copy should be sent to the appropriate Area Agency on Aging for review and comment (see Appendix D).
- * One copy should be sent to the appropriate Regional Planning Commission for intergovernmental agency review and comment under Presidential Executive Order 12372 (see Appendix E).
- * One copy should be retained by the applicant.

THE DEADLINE FOR SUBMITTAL OF THE APPLICATION TO THE BUREAU OF TRANSIT AND LOCAL ROADS, THE TRANSPORTATION DISTRICT OFFICE AND OUTSIDE REVIEW AGENCIES IS OCTOBER 15, 2003.

The Department of Transportation will review the applications upon receipt. The Department reserves the right to reject applications for the following reasons:

- (a) the proposed project is not consistent with the intent of the Section 5311 program;
- (b) the lack of federal funds;
- (c) the application is incomplete;
- (d) the proposed project is not effective and efficient when compared to projects of a similar type using such measures as the ratio of operating revenues to operating expenses, passengers per mile of service, operating expenses per passenger, and passengers per population served.

The Department will also give due consideration to the comments of the outside review agencies.

These agencies have 45 days from the time of submittal of the application to the Transportation District Office to respond.

The Department will forward a statewide Section 5311 grant application to the Federal Transit Administration (FTA) for its approval. This is expected around January, 2004. Simultaneously, the Department will forward the grant application to the U.S. Department of Labor for their review of the labor protection provisions.

Upon FTA's approval of the application the Wisconsin Department of Transportation will notify all applicants and execute a contract for fulfilling the provisions of the grant. All purchases of capital equipment shall be made by the applicant or recipient unless, after all the Section 5311 grants are approved, the Wisconsin Department of Transportation determines that it is in the best interest of all concerned to have the Department establish the specifications and bid the equipment.

Applicants can expect delivery of rolling stock 6-12 months from the date of purchase orders.

APPLICANTS SHOULD NOT PROCEED TO PURCHASE THE CAPITAL EQUIPMENT IN THIS GRANT UNTIL EXPLICIT APPROVAL TO PURCHASE IS GIVEN BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

PART IV - APPLICATION FORMAT

All applicants for capital grants under Section 5311 must complete and submit the following information to the Wisconsin Department of Transportation by October 15, 2003.

Letter of Transmittal

Exhibit A - Project Description, Justification, and Financing

Exhibit B - Certification of Equivalent Service

Exhibit C - Public Transportation System Description

Exhibit D - Vehicle Lease

Exhibit E - Involvement of Private Enterprise

Exhibit F - Project Coordination

Exhibit G - Competitive Procurement Requirement

Exhibit H - Public Involvement

Exhibit I - Labor Protection

Exhibit J - Use of Project Equipment and Facilities

Exhibit K - Federal Assurances and Certifications

The following pages detail the information required in each exhibit. If you have any questions, please contact the Bureau of Transit and Local Roads.

LETTERS OF TRANSMITTAL

Having completed all of the required exhibits, the applicant must forward the application to the Bureau of Transit and Local Roads and the appropriate Wisconsin Department of Transportation District Office, as well as to the required review agencies. Three types of letters of transmittal will be required. Copies of each of the transmittal letters should be included in the application. The content of each letter is described below:

Letter to the Bureau of Transit and Local Roads

1. Name of applicant.
2. The total amount of the capital grant.
3. A brief description of the capital equipment requested under the grant.
4. Name of public body to which the ownership of the capital equipment will be entitled.
5. A statement assuring that the local share is available.
6. A statement assuring that the information contained in the application is true and correct.
7. Name of contact person for further information.

The letter should be signed by the chief elected or administrative officer of the organization or public body. An example of the letter appears on page 11.

Letter to the Review Agencies

1. Name of applicant.
2. A request that the agency review the application and forward the comments to the appropriate Transportation District Office with a copy to the applicant.
3. The name of a contact person for further information.

The letter should be signed by the chief elected or administrative officer of the organization or public body. An example of the letter follows the example letter to the Transportation District Office.

Letter to the Regional Planning Commission

1. Name of applicant.
2. A request that the Regional Planning Commission initiate an intergovernmental review of the project in accordance with Presidential Executive Order E.O. 12372 and implementing regulations at 49 CFR Part 17, and that comments be forwarded to the appropriate Transportation District Office with a copy to the applicant.
3. An indication of what other agencies have review copies of the application.
4. A statement that this procedure applies for Section 5311 applications.
5. Name of the contact person for further information.

The letter should be signed by the chief elected or administrative officer of the organization or public body. An example of this letter follows the example letters to the other review agencies.

(Date)

Bureau of Transit and Local Roads
Wisconsin Department of Transportation
P. O. Box 7913
Madison, WI 53707-7913

Greetings:

The (Name of Applicant) hereby requests a capital grant of \$_____ under Section 5311 of the Federal Transit Act, to assist in the financing of the capital equipment described below:

(List of Capital Equipment)

Ownership of the equipment purchased with this grant will be entitled to
(Name of Public Body).

The applicant assures that the local share of funding for this project is available. We understand that the applicant is responsible for the local share.

The applicant represents that the information submitted to the Wisconsin Department of Transportation as part of this application is true and correct.

If you need further information, please contact (Name of Contact Person)
at (Telephone Number).

Sincerely,

(Name and Title of the Chief Elected
or Administrative Officer of Applicant)

cc: Transportation District #____
(See list in the front of this application booklet for applicable
District Office.)

(Date)

(Addressee)

(See Appendix E)

Dear _____:

In accordance with Federal and State regulations, (Name of Applicant) hereby submits this copy of a capital grant under Section 5311 of the Federal Transit Act, for the purposes of providing your staff the opportunity to review the proposed transportation project.

Copies of this information have also been sent to the appropriate:

1. Wisconsin Department of Transportation District Office
2. Wisconsin Department of Health and Family Services, Office of Strategic Finance
3. Area Agency on Aging

Please note we are requesting you to initiate an intergovernmental review in accordance with Presidential Executive Order E.O. 12372 and implementing regulations at 49 CFR Part 17.

Please forward any comments to the appropriate Wisconsin Department of Transportation District Office prior to (specify the date 45 days after the date on the transmittal letter to the Transportation District Office). In addition, please forward a copy of your review comments to (Name of Applicant).

If you need further information, please contact (Name of Contact Person).

Sincerely,

(Name of Chief Elected or Administrative
Officer of the Applicant)

(Date)

(Addressee)

(See Appendix C or D)

Dear _____:

In accordance with Chapter TRANS 6, Wis. Adm. Code, (Name of Applicant) hereby submits for your agency's review this application for a capital grant under Section 5311 of the Federal Transit Act, as amended.

Please forward any comments to the appropriate Wisconsin Department of Transportation District Office by (specify the date 45 days after the date of the transmittal letter to the Transportation District Office). In addition, please forward a copy of your review comments to (Name of Person).

If you need further information, please contact (Name of Contact Person).

Sincerely,

(Name and Title of the Chief Elected
or Administrative Officer of Applicant)

EXHIBIT A - PROJECT DESCRIPTION, JUSTIFICATION, AND FINANCING

1. Project Description

This exhibit should include a list and description of each of the facilities and equipment requested under the application along with the quantity requested. Reimbursement will be made only for the quantity indicated.

Where specific quantities of items are not defined, i.e. various items of office equipment, the amount of contingency funds which may be applied over and above the estimated cost is limited to ten percent of that estimated cost. For example, if the line item is for office equipment with a line cost of \$2,000 the maximum contingency which may be applied is limited to \$200.00.

If a two-way communication system is part of the project, the applicant is responsible for determining what equipment is needed to produce a workable system. The determination should be accomplished prior to the application and should include the equipment specifications and estimated costs.

Construction projects should reflect the estimated construction costs. Architect/Engineer fees should be shown as a separate item and are limited to 6% of the independent estimated construction cost. Force account work and land which will be used as in-kind contributions toward the local share should be listed as separate items. If land is used as in-kind, it must be valued at the original cost to the applicant. A general site plan including floor space usage must be submitted with any facility construction application.

A format similar to that shown in Attachment A should be used.

2. Transit System Description

This exhibit must also describe the public transportation service for which this capital equipment will be used.

3. Project Justification

The exhibit must also address why the project capital improvement is needed to provide the intended service. The exhibit should address the project's impact upon maintaining or increasing ridership both immediately (1st year) and in the longer term (2-4 years). Any service level changes, particularly for those dependent on public transportation, should be identified. Include such information as hours of operation, routes, passengers served, total population of service area, as well as the benefits of the service and capital equipment.

ATTACHMENT A

Applicant_____

QUANTITY		ITEM DESCRIPTION*	UNIT PRICE	TOTAL PRICE
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$
7.			\$	\$
8.			\$	\$
9.			\$	\$
10.			\$	\$
		TOTAL COST OF CAPITAL EQUIPMENT		\$
		FEDERAL SHARE OF ITEMS UNDER THIS GRANT AT 80%		\$
		FEDERAL SHARE OF ITEMS UNDER THIS GRANT AT 90%		\$
		LOCAL SHARE (List sources and mounts)		\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

*The vehicle-related equipment required by the Clean Air Act or the Americans with Disabilities Act of 1990 should be separated from the total vehicle cost and listed as a separate item which will be eligible for 90% federal funding.

EXHIBIT B - CERTIFICATION OF EQUIVALENT SERVICE

APPLIES ONLY TO DEMAND-RESPONSIVE SYSTEM

If the applicant is applying for one or more vehicles which are inaccessible to the disabled, it must submit the Certification of Equivalent Service shown on the next page.

Below are guidelines which will assist the applicant in determining if its system does provide equivalent service.

- (1) **Response Time:** The applicant shall establish a policy which provides the same response time to all requests. The applicant shall have sufficient equipment to ensure compliance with this policy. Subcontracted accessible service is not acceptable unless equivalent response time can be demonstrated.

Definition: Response time means the amount of time between the request for service and the delivery of service.

- (2) **Fares:** There shall be no premium fare charged for persons with disabilities including those persons requiring a level change mechanism for vehicle access.

Definition: Level change mechanism means a lift, ramp, or other device which transfers a person from grade level to the floor of the vehicle.

- (3) **Geographic Area:** All persons shall be eligible for transportation within the established geographic service area.

- (4) **Hours and Days of Service:** All passengers shall be afforded service during the established hours and days of service.

- (5) **Restriction on Trip Purpose:** No person shall be denied service for trip purposes which are provided to other passengers.

- (6) **Availability of Information and Reservation Capability:** The applicant shall have available a telecommunications device for the deaf (TDD) or comparable two-way communications system. Any proposed comparable system must be described with the filing of the certification.

- (7) **Constraints on Capacity or Service Availability:** Vehicle wheelchair carrying capacity shall not be constrained by a failure to provide an adequate number of wheelchair positions where demand is evident. Lifts, ramps, and other transfer and securement devices must accommodate all types of mobility devices in common use (specifically including electric wheelchairs and three-wheel scooters).

Definition: Wheelchair position means the space within a vehicle which has devices to secure the wheelchair and occupant.

ATTACHMENT B

Certification of Equivalent Service

The _____ (name of agency) certifies that its demand-responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- (1) Response time;
- (2) Fares;
- (3) Geographic service areas;
- (4) Hours and days of service;
- (5) Restrictions or priorities based on trip purpose;
- (6) Availability of information and reservation capability; and
- (7) Any constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand-responsive service which receive financial assistance from the Federal Transit Act must file this certification before procuring any inaccessible vehicle. This certification is valid for no longer than one year from its date of filing.

Name of Authorized Official: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - PUBLIC TRANSPORTATION SYSTEM DESCRIPTION

This exhibit should provide a current description of the public transportation provider that will utilize the capital equipment described in this application. Include such information as the ownership of the transit provider, a roster of the rolling stock including such information as quantity, manufacturer, year of manufacture, model numbers, capacity, and condition.

This exhibit should also describe the current service provided. Include such information as routes, mileage, hours, headways, fares, ridership history, and population in the service area.

IF THE APPLICANT HAS APPLIED FOR 2004 SECTION 5311 OPERATING ASSISTANCE FUNDS, ATTACHMENT C NEED NOT BE COMPLETED.

All other providers of mass transportation in the applicant's service area must be identified, along with a brief description of the service characteristics of each. Include such items as type of service (fixed-route, demand- responsive, etc.), routes, hours of operation, and fares.

ATTACHMENT C

2004 Capital

Applicant _____

Projected 2004

1. OPERATING EXPENSES

A.	Labor	\$ _____
B.	Fringe Benefits	\$ _____
C.	Services	\$ _____
D.	Materials and Supplies	\$ _____
E.	Utilities	\$ _____
F.	Casualty and Liability Costs	\$ _____
G.	Taxes	\$ _____
H.	Purchased Transportation Service	\$ _____
I.	Miscellaneous Expenses	\$ _____
J.	Leases and Rentals	\$ _____
K.	Depreciation and Amortization (Private Operators Only)	\$ _____
	TOTAL	\$ _____

2. OPERATING REVENUES

A.	Passenger Revenue	\$ _____
B.	Freight Revenue	\$ _____
C.	Station Revenue	\$ _____
	TOTAL	\$ _____

3. OPERATING DEFICIT

A.	TOTAL OPERATING EXPENSES	\$ _____
B.	TOTAL OPERATING REVENUE	\$ _____
	TOTAL OPERATING DEFICIT	\$ _____

IF THE APPLICANT HAS APPLIED FOR 2004 SECTION 5311 OPERATING ASSISTANCE FUNDS, ATTACHMENT C NEED NOT BE COMPLETED.

EXHIBIT D - VEHICLE LEASE

If the applicant local public body intends to lease any vehicles applied for to a contracted service provider, a draft lease agreement must be submitted with this application. A sample lease agreement is shown below. While the draft agreement need not be identical to the sample, it must contain the ten basic provisions shown in the sample.

SAMPLE VEHICLE LEASE

WHEREAS, the City of _____ purchased a vehicle with a grant from the "Section 5311" Program of the Federal Transit Administration (FTA); and

WHEREAS, it is proposed that said vehicle be leased from the City of _____ by _____ located in the City of _____, Wisconsin, and operated by said Lessee under the terms of certain licenses granted by the City and its agreement to provide _____ service dated _____, 200__, copies of which documents are attached hereto and incorporated herein by reference.

NOW, THEREFORE, it is agreed by and between the City of _____, as Lessor and _____ as Lessee, as follows:

The Lessor shall and does hereby lease the following vehicle to the Lessee for a period of ____ year(s), commencing _____, 200__.

Year	Make	Model	VIN Number
------	------	-------	------------

on the following terms and conditions:

1. Lessee shall lease said vehicle and operate the same in accordance with its authority to operate _____ service in the City of _____ and surrounding area pursuant to the licenses and agreement set forth therein, copies of which are attached hereto and incorporated herein by reference.
2. Title to the vehicle shall be in the name of the City of _____ with _____ named on the registration as Lessee. The Lessee may not sublease this vehicle.
3. The vehicle shall only be used by the Lessee for the purpose of providing _____ service in accordance with its operating assistance contract referred to above.
4. The Lessee shall immediately notify the City if the vehicle is no longer used in the provision of _____ service. The Lessee shall also keep satisfactory records with regard to the use of the equipment and submit to the City upon request such information as may be required by the City to assure compliance.
5. The Lessee shall perform preventive maintenance on the vehicle and any ADA (Americans with Disabilities Act) accessibility equipment at a level no less than the manufacturer's recommended specifications. The vehicle shall be maintained in good operating order.
6. The Lessee shall make the vehicle available to the Wisconsin Department of Transportation

(Department) and the City upon demand for the purpose of an annual verification or other inspections deemed necessary by the Department or City.

7. A certificate of insurance for each of the following coverages shall be filed with the City Clerk prior to any operation of said vehicle:
 - (a) the vehicle shall be insured for damage or loss from fire, theft, collision, and shall contain a comprehensive damage provision.
 - (b) the vehicle shall be insured for liability for personal injury and property damage for not less than \$_____ combined single limit policy. The City shall be named co-insured.
 - (c) the collision insurance shall provide for a deductible of not more than \$_____.
 - (d) the Lessor shall be named as an additional insured on the liability policy and all other policies shall contain a provision providing for loss to be payable to the Lessor as its interest may appear.
8. Lessor reserves the right to require the Lessee to restore the vehicle or pay for damages to the vehicle as a result of abuse or misuse of such vehicle with Lessee's knowledge and consent.
9. Lessee shall pay the Lessor, as lease payments for said vehicle, the sum of _____ dollar(s) (\$_____). The sum total of the lease payments received by the City over the life of the vehicle cannot exceed the local share contributed at the time the vehicle was purchased.
10. In the event of a default on the part of the Lessee in the payment of its lease required hereunder, or by its failure to perform any of its other obligations under this agreement, the Lessor may, at its option, declare this lease terminated and may take immediate possession of the vehicle leased hereunder, without notice.

This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

City of _____

Lessee

By _____
Name Title

By _____
Name Title

Attest _____
Name Title

EXHIBIT E - INVOLVEMENT OF PRIVATE ENTERPRISE

It is the policy of the Federal Transit Administration (FTA) that private transit and paratransit operators be allowed the opportunity to participate in the provision of rural transportation service to the maximum extent feasible. In order for the state to make the required assurances to FTA, each applicant is required to provide the following information with its application for Section 5311 funds. Attach additional sheets if needed.

- A. Process and Procedures. The information requested under each item in this section need only be submitted to WisDOT once every three years and will be considered current unless changes have occurred. Such changes must be shown in the current year's application. If the information requested has been provided within the last three years and no changes made, note the date of the previous submittal for each such item.
- 1. In planning your public transportation services, private sector providers must be given ample opportunity to express their views. Describe how you have given private sector providers an opportunity to submit such comments. An example would be a transportation committee meeting held prior to the submission of a grant application.
- 2. Describe how you decide whether the public transportation service should be publicly operated or contracted out to the private sector.

3. If your public transportation is put out to bid, proposals may be submitted by a variety of passenger service providers. It is important to evaluate all of the costs of the public and private non-profit bidders when comparing them to private for-profit bids. Operating costs, capital grants and the use of public facilities should be reflected in the cost comparisons. Describe how you make true cost comparisons of the bid proposals you receive.
 4. If a private operator has a complaint about your decision to go either public or private, how do you handle the complaint?
 5. A publicly operated transit system must periodically review (once every 1-3 years) the existing system to determine if the service can be provided more efficiently by the private sector. Describe how you evaluate your system for such efficiency.
- B. Project Specific. Each item in this section must be addressed as part of the application process. Some of the items may not be applicable to the current application and should be so indicated.
1. If you are utilizing private for-profit providers for all or part of your public transportation service, please list such providers and the service they provide.

2. Do you have any new or substantially restructured service contained in the current application for which private transportation providers and possible new business entrants could submit proposals? If yes, please describe.
3. Describe how you have notified private transportation providers and other potential entrants of the new or substantially changed service to be offered.
4. Either describe or submit copies of the private sector proposals, if any, offered for your consideration of the new or substantially changed service. Explain why you either accepted or rejected the proposals.
5. Describe any complaints regarding current proposals from private operators and how these were resolved.
6. When was your last review of your existing system made to determine if the service taken as a whole or segments of the service could be provided more efficiently by the private sector? If it was done this calendar year, attach your review findings.

WisDOT staff will be available to assist in the development and implementation of any of the above requirements.

EXHIBIT F - PROJECT COORDINATION

This exhibit describes project coordination accomplished with other providers of transportation in the service area and the applicant's efforts to maximize the integration of existing funding sources with funds being applied for under the Section 5311 program. The following items must be included in this exhibit:

1. A list of all other providers of transportation operating in the service area. (Include taxicab systems, inter-city bus operators, and any public or private paratransit system serving the elderly and/or disabled.)
2. A description of efforts which have been made to coordinate with any of the above listed transportation providers. Efforts may include transfer arrangements, coordination of routes to avoid unnecessary duplication of service, coordination of fare structure, etc.
3. A description of efforts made to coordinate with social service agencies in the service area, particularly with those agencies providing services (non-transportation) to low income, elderly, or disabled clientele, and capable of purchasing transportation services. Efforts might include purchase-of-service agreements, establishing routes and schedules based on the transportation needs of agency clients, providing front-door service to the agencies and to traffic generators frequented by their clients (senior citizen centers, nursing homes, clinics, etc.), providing schedules, route maps and other information aids, etc.
4. Identification of any transportation coordinating committees on which you serve. List all members (agencies) which are a part of this committee.

EXHIBIT G - COMPETITIVE PROCUREMENT REQUIREMENT

Applicants that contract with a provider for eligible public transportation service shall use the competitive bid process outlined in TRANS 6.03(c), Wisconsin Administrative Code, and Wisconsin's Procurement Manual for the Acquisition of Goods and Services Under FTA Funded Grant Programs, not less than once every five years for each of its contracts. The applicant is required to provide the following information on each of its public transportation service contracts. If this exhibit is not applicable, please so state.

What service do you contract for?
In what year was this service last offered for competitive procurement?
Was the competitive procurement process outlined in TRANS 6.03(c) and <u>Wisconsin's Procurement Manual for the Acquisition of Goods and Services Under FTA Funded Grant Programs</u> used?
Was there more than one firm interested in providing the service?
How many years was the contract written for?

EXHIBIT H - PUBLIC INVOLVEMENT

The applicant for a capital grant must offer an opportunity for a public hearing on the proposed project. This hearing is to give parties with significant social, economic, or environmental interests an adequate opportunity to publicly present their views on the proposed project.

The applicant shall publish notice of an opportunity for interested persons or organizations to request a public hearing in newspapers of general circulation in the locality, including newspapers oriented to the minority community. This notice shall be advertised at least once, and at least 30 days prior to the hearing date.

The public notice must include a description of the capital project. Attachment H-1 is a sample public notice. The project description for a construction grant must describe: (A) NUMBER OF PERSONS, FAMILIES, OR BUSINESSES DISPLACED BY THIS PROJECT and (B) THE ENVIROMENTAL IMPACT UPON THE SERVICE AREA BY THIS PROJECT.

In addition, a copy of the public notice must be sent to all other providers of "public transportation" in the service area. The term "public transportation" means any transportation by bus, rail, or other conveyance which provides either general or special service to the general public on a regular and continuing basis. "Public transportation" does not include the following: (1) school bus, sightseeing, or charter service; (2) exclusive ride taxi service; and (3) service to individuals or groups which excludes use by the general public.

This exhibit must contain:

- 1) A certified copy of the published notice.
- 2) If a hearing was requested, this exhibit must also contain:
 - A certified transcript of the hearing.
 - A certified copy of the published notice of hearing.
 - A list of public transportation providers to whom hearing notices were sent.
 - Certification of Public Hearing. (sample certification is shown in Attachment H-2.)
 - Process used to address the comments received at the hearing.

ATTACHMENT H-1

PUBLIC NOTICE

Notice is hereby given that the City of _____ is applying to the Wisconsin Department of Transportation for a grant in the amount of \$_____ under Section 5311 of the Federal Transit Act, as amended.

PROGRAM OF PROJECTS

Project Description:

- (1) _____

- (2) _____

- (3) _____

- (4) _____

Project Type: Capital

TOTAL PROGRAMMED: \$_____

TOTAL FUNDS REQUESTED: \$_____

Copies of the detailed program of projects are available for public inspection at the _____ offices. Upon written request from interested persons or organizations received prior to _____, the _____ will give public notice of and hold a public hearing on this application. Requests should be addressed to _____.

Notice is further given that the proposed Program of Projects, as shown above, will be the final Program of Projects if no changes are required.

ATTACHMENT H-2

Certification of Public Hearing

 (Applicant) HEREBY CERTIFIES THAT, in the development of this application for mass transportation capital grant under Section 5311 of the Federal Transit Act, it:

1. Has afforded adequate opportunity for public hearings pursuant to adequate prior notice, and has held such hearings, in accordance with the rules and regulations pertinent to the Section 5311 program.
2. Has considered the economic and social effects of this proposed project and its impact on the environment.
3. Has found that this proposed project is consistent with official plans for the comprehensive development of the urban area.

By _____
(Chief Elected or Administrative Official)

Date _____

EXHIBIT I - LABOR PROTECTION

The applicant must comply with the labor protection provisions of U.S.C. Section 5333(b), formerly Section 13(c). The requirements of U.S.C. Section 5333(b) can be met by assuring compliance with a special Warranty arrangement developed exclusively for application to the Section 5311 program. The terms and conditions of this Warranty shall apply for the protection of the transportation related employees of the recipient of Section 5311 funds, and the transportation related employees of any other public transportation providers in the transportation service area of the project. The Warranty binds the recipient to certain specified terms and conditions of the National (model) Section 5333(b) Agreement executed July 23, 1975 which are incorporated into the Warranty by reference. The special Section 5333(b) Warranty is contained in Appendix A of this document, and applicable provisions of the National (model) Section 5333(b) Agreement are contained in Appendix B.

This exhibit must contain the following:

1. A signed assurance stipulating compliance with the terms and conditions of the special Section 5333(b) Warranty (sample assurance is shown in Attachment I-1).
2. A list of all existing providers of surface public transportation operating in the transportation service area of the recipient and all labor organizations representing the employees of such providers. This list should include all providers of "public transportation" service. The term "public transportation" means any transportation by bus, rail, or other conveyance which provides either general or special service to the general public on a regular and continuing basis. "Public transportation" does not include the following: (1) school bus, sightseeing, or charter service; (2) exclusive ride taxi service; and (3) service to individuals or groups which excludes use by the general public.

ATTACHMENT I-1
ASSURANCE OF COMPLIANCE
WITH
SPECIAL SECTION 5333(b), FORMERLY SECTION 13(c), WARRANTY

The (Applicant), HEREBY AGREES THAT as a condition to receiving federal financial assistance from the Department of Transportation, as authorized under Section 5311 of the Federal Transit Act, it will comply with the terms and conditions of the Special Section 5333(b) Warranty for Application to the Small Urban and Rural Program.

The (Applicant), FURTHER AGREES THAT it will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

Name of Applicant: _____

Date: _____

By: _____
(Chief Elected or Administrative Official)

Existing providers of surface public transportation operating in the service area for which assistance is being requested.

Provider

Labor Union (if applicable)

EXHIBIT J - USE OF PROJECT EQUIPMENT AND FACILITIES

The applicant must assure that the capital equipment and facilities provided under the grant will be owned by a public body and used in a manner consistent with the public transportation service described in Exhibit A of this application. Further, the applicant must assure that it has or will have, by the time of delivery, sufficient funds to operate and maintain the capital equipment or vehicles financed with federal assistance. The applicant should submit a use assurance statement similar to the one shown below.

USE ASSURANCE STATEMENT

The capital improvements comprising this project will be owned by (name of public body) and are being obtained for use in the provision of the public transportation services described in Exhibit A. The capital improvements will be managed by (name of transit system). It is understood that the grant agreement will contain provisions to insure the continuation of such use during the usable life of the project facilities and that, in the event such facilities are sold or otherwise devoted to another use during their useful life, the (name of public body) may be required to refund a proportionate share of the Federal grant based on the sale proceeds or the market value of the facilities.

Further, the (applicant) assures that it has or will have, by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment financed with federal assistance awarded for its project.

Name of Applicant: _____

Date: _____

By: _____

(Chief Elected or Administrative Official)

EXHIBIT K - FEDERAL ASSURANCES AND CERTIFICATIONS

This exhibit must contain the following assurances and certifications signed by the legally authorized representative of the applicant:

1. Charter and School Bus Certification
2. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (also Subrecipient General Civil Rights Report Title VI)
3. Assurance of Compliance with FTA EEO Policy and Requirements
4. Assurance of Nondiscrimination on the Basis of Disability
5. Standard Assurances
6. Disadvantaged Business Enterprise (DBE) Program
7. Debarment, Suspension, and Other Exclusions
8. Lobbying Certification
9. Buy America Certification Required for Construction Contracts and Acquisition of Goods and Rolling Stock
10. Certification of Pre-Award & Post-Delivery Reviews Required for Acquisition of Rolling Stock
11. Bus Testing Certification Required for New Bus Acquisitions
12. Intelligent Transportation System Program Assurance

Samples of these required certifications, assurances, and exhibits are contained in Attachments K-1, through K-12.

ATTACHMENT K-1

CHARTER AND SCHOOL BUS CERTIFICATION

(Sample)

A. CHARTER SERVICE AGREEMENT

I hereby certify that (name of applicant transit system) shall comply with 49 CFR Part 604 in the provision of any charter service provided with FTA funded equipment or facilities.

B. SCHOOL TRANSPORTATION AGREEMENT

I further certify that (name of applicant transit system), in accordance with 49 CFR Part 605, will not engage in school bus operations, exclusively for the transportation of students and school personnel in competition with private school bus operators. All vehicles operated by (name of applicant transit system) will remain open to the public at all times and will be clearly marked for public use.

Name of Applicant: _____

Date: _____

By: _____
(Chief Elected or Administrative Official)

ATTACHMENT K-2

FEDERAL TRANSIT ADMINISTRATION CIVIL RIGHTS ASSURANCE

(Sample)

The (applicant) HEREBY CERTIFIES THAT, as a condition of receiving federal financial assistance under the Federal Transit Act, as amended, it will ensure that:

1. No person on the basis of race, color, creed, national origin, sex, age, or disability will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity, particularly in the level and quality of transportation services and transit-related benefits.
2. The (applicant) will compile, maintain, and submit in a timely manner Title VI information required by FTA and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.
3. The (applicant) will make it known to the public that those person or persons alleging discrimination on the basis of race, color, creed, national origin, sex, age, or disability as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.

Name of Applicant: _____

Date: _____

By: _____

(Chief Elected or Administrative Official)

Wisconsin Department of Transportation
Bureau of Transit and Local Roads,
P. O. Box 7913, Madison, Wisconsin 53707-7913

Subrecipient General Civil Rights Report Title VI

Annual Report Filed by November 1 for the Federal Fiscal Year Ending September 30.

This form pertains to compliance with Title VI (Civil Rights) regulations governing the provision of public transportation services. This form is filled out by subrecipients for that organization only. Basic Requirement: No person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from participating in, denied the benefits of, or be subject to discrimination under any project, program, or activity funded in whole or in part through financial assistance under the Federal Transit Act, as amended.

Subrecipient: _____

Address: _____

Phone: _____ **Fax:** _____ **Other** _____

Email _____ **Period covered: FFY** _____

Civil Rights Lawsuits & Complaints (Check all applicable)

(Notes: Complaints are formal, legal, written documents alleging discrimination filed with you or an appropriate agency which has notified you of the complaint. Also, only civil rights lawsuits or complaints are reported with this form.)

- ☐ There have been no lawsuits filed against us for transit service during the period covered.
- ☐ There have been no complaints filed against us for transit service during the period covered.
- ☐ There have been the following lawsuits or complaints filed against us during this period for transit service. The following information is attached (group lawsuits and complaint separately, by date of initiation):
 - date of the lawsuit or complaint
 - complainant's name and address
 - allegation summary
 - current status or disposition including the terms of any consent decree or agreement

Pending Federal Financing Applications (Check one)

- ☐ There are no pending applications for federal financial assistance for transit service, and attached is a description of all financial assistance currently provided by other federal agencies.
- ☐ There are pending applications for federal financial assistance for transit service, and attached is a description of all pending applications and all current financial assistance currently provided by other federal agencies.

Civil Rights Compliance Review Activities (Check one)

- ☐ There have been no civil rights compliance review activities during the period covered.
- ☐ There have been the following civil rights compliance review activities during this period pertaining to complaints or lawsuits involving the provision of transit services. The following information is attached:
- date of the review
 - name of the agency or organization conducting the review
 - summary of findings and recommendations
 - report on the status or disposition of the recommendations

Civil Rights Assurance Completed (Check one)

- ☐ There is a signed, Standard USDOT Title VI Civil Rights Assurance on file with WisDOT and in our house files. (The current assurance is Attachment Q-2 of the Operating Assistance Application, part of the annual forms you file with us. This is an acknowledgment, required by FTA, that you have signed such a form.)
- ☐ There is no current Standard USDOT Title VI Civil Rights Assurance signed by us, however one is attached.

I, the undersigned, certify that the above and attached statements are truthful and complete to the best of my knowledge and that we comply with all rules and regulations related to the civil rights laws of the United States.

Principal Officer: Name _____ **Office** _____

Signature of Principal Officer: _____

Required attachments:

Current Federal Financing Used for Public Transit Services

Attachments as needed:

Lawsuit descriptions (group by date initiated)
Complaint descriptions (group by date initiated)
Pending Applications for Federal Financing for Public Transit
Civil Right Compliance Review Activities Report

ATTACHMENT K-3

**ASSURANCE OF COMPLIANCE WITH
FTA EEO POLICY AND REQUIREMENTS**

(Sample)

The (applicant) HEREBY AGREES THAT as a condition to receiving federal financial assistance from the Department of Transportation it shall not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, or national origin, and that they shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, age, sex, or national origin.

Name of Applicant: _____

Date: _____

By: _____
(Chief Elected or Administrative Official)

ATTACHMENT K-4

ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

(Sample)

The (applicant), in accordance with 49 CFR Parts 27, 37, and 38, hereby assures and certifies that it will comply with the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973 and all federal regulations relating thereto including the areas of employment, public accommodations, transportation, and telecommunications, and that no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the Federal Transit Administration or any entity within U.S. DOT.

Name of Applicant: _____

Date: _____

By: _____

(Chief Elected or Administrative Official)

ATTACHMENT K-5
STANDARD ASSURANCES
(Sample)

The (applicant) hereby assures and certifies that it will comply with the Federal statutes, regulations, executive orders and administrative requirements which relate to the applications made to and grants received from the Federal Transit Administration.

Acknowledgment is given of the attached list of such statutes, regulations, executive orders and administrative requirements as may apply.

The provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submission under this section.

Name of Applicant: _____

Date: _____

By: _____
(Chief Elected or Administrative Official)

ATTACHMENT K-6

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(sample)

- (1) Policy. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
- (2) DBE Obligation. The _____ (applicant) _____ hereby agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all contracts and sub agreements supported with Federal assistance from the U.S. D.O.T.

Name of Applicant: _____

Date: _____

By: _____

(Chief Elected or Administrative Official)

ATTACHMENT K-6(a)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACTING OPPORTUNITIES

(Sample)

Policy. As part of each applicant's request for capital funding, a DBE dollar target level is calculated. Currently, a 9.6% target is set for federally funded contractible opportunities, and the application information must describe the types of contracting opportunities and identify the DBE firms that the subrecipient will consider using. Completion of the attached exhibit is required.

Note: DBE goals and contracting requirements do not pertain to vehicle procurements.

DBE APPLICATION ATTACHMENT K-6(a)

DBE PARTICIPATION

Applicant _____

Total Contracting Opportunities (exclusive of vehicles) \$ _____

DBE goal at 9.6% \$ _____

TYPES OF CONTRACTING OPPORTUNITIES CONTAINED ABOVE

1-	7-
2-	8-
3-	9-
4-	10-
5-	11-
6-	12-

DBE'S INTENDED TO BE USED

FIRM	TYPES OF GOODS AND SERVICES	<u>\$ AMOUNT</u>
1-		
2-		
3-		
4-		
5-		

ATTACHMENT K-7

(Sample)

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract), _____, certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ (entity) hereby certifies that the _____ (entity) has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

ATTACHMENT K-8

**LOBBYING CERTIFICATION REQUIRED FOR
EACH APPLICATION EXCEEDING \$100,000**

(Sample)

An Applicant that submits, or intends to submit this fiscal year, an application for Federal assistance exceeding \$100,000 must provide the following certification. FTA may not provide Federal assistance for an application exceeding \$100,000 until the Applicant provides this certification.

The _____ (Applicant), in compliance with 49 CFR Parts 19 and 20, hereby assures and certifies that for any application for Federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or grant, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Recipient shall require that the language of this certification will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of certification is a prerequisite for making or entering into this transaction, as imposed by 31 U.S.C. 1352. Any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

Name of Applicant: _____

Date: _____

By: _____

(Chief Elected or Administrative Official)

ATTACHMENT K-9

**BUY AMERICA CERTIFICATION REQUIRED FOR CONSTRUCTION CONTRACTS
AND ACQUISITION OF GOODS AND ROLLING STOCK (valued at more than
\$100,000).**

The _____ (Applicant) _____ agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. There are separate requirements for rolling stock and the _____ (Applicant) _____ agrees to comply with these requirements set out at 5323(j)(2)(c) and 49 CFR Part 661. In general, rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

The _____ (Applicant) _____ further assures that they will comply with the policies and procedures set forth in the Wisconsin Department of Transportation Procurement Manual for the Acquisition of Goods and Services Under Federal Transit Administration Grant Programs.

Name of Applicant: _____

Date: _____

By: _____
(Chief Elected or Administrative Official)

ATTACHMENT K-10

**CERTIFICATION OF PRE-AWARD AND POST-DELIVERY REVIEWS REQUIRED
FOR ACQUISITION OF ROLLING STOCK**

(Sample format)

As required by 49 U.S.C. 5323(m), and implementing FTA regulations at 49 CFR 663.7, the _____ (Applicant) certifies that it will comply with the requirements of 49 CFR part 663, in the course of purchasing revenue service rolling stock. Among other things, the Applicant will conduct or cause to be conducted the prescribed pre-award and post-delivery reviews, and will maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

Name of Applicant: _____

Date: _____

By: _____
(Chief Elected or Administrative Official)

ATTACHMENT K-11

BUS TESTING CERTIFICATION REQUIRED FOR NEW BUS ACQUISITIONS

(Sample)

The Bus Testing requirements pertain only to the acquisition of Rolling Stock. The _____ (Applicant) agrees to comply with all the requirements of 49 USC § 5323 (C) and 49 CFR Part 665. Both the recipient and any third party contractor must comply with all the requirements of 49 USC § 5323 (C) and 49 CFR Part 665.

Name of Applicant: _____

Date: _____

By: _____

(Chief Elected or Administrative Official)

ATTACHMENT K-12

INTELLIGENT TRANSPORTATION SYSTEM PROGRAM ASSURANCE

(Sample)

The____(Applicant)_____hereby assures and certifies that it will comply with all requirements of Section VII of FTA Notice, “FTA National ITS Architecture Policy on Transit Projects, “ at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project. The applicant further assures that it will comply, and require its third party contractors and subrecipients to comply, with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

Name of Applicant:_____

Date:_____

By:_____

(Chief Elected or Administrative Official)

APPENDIX A

Special Section 5333(b) Warranty for Application to the Small Urban and Rural Program

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311.

A. General Application

The Public Body (" ") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient") and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

Any employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of

the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)¹, the Public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below², provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor, for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of

¹ Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended].

² For purposes of this warranty arrangement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975, are to be omitted.

such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As a part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

APPENDIX B

Provisions of the National (Model) Agreement for Incorporation in the Special Warranty

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued.* Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee," and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be

*As an addendum to this agreement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.

compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of Protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such

reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be

considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (b) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(13)(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purpose of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to

the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees within seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

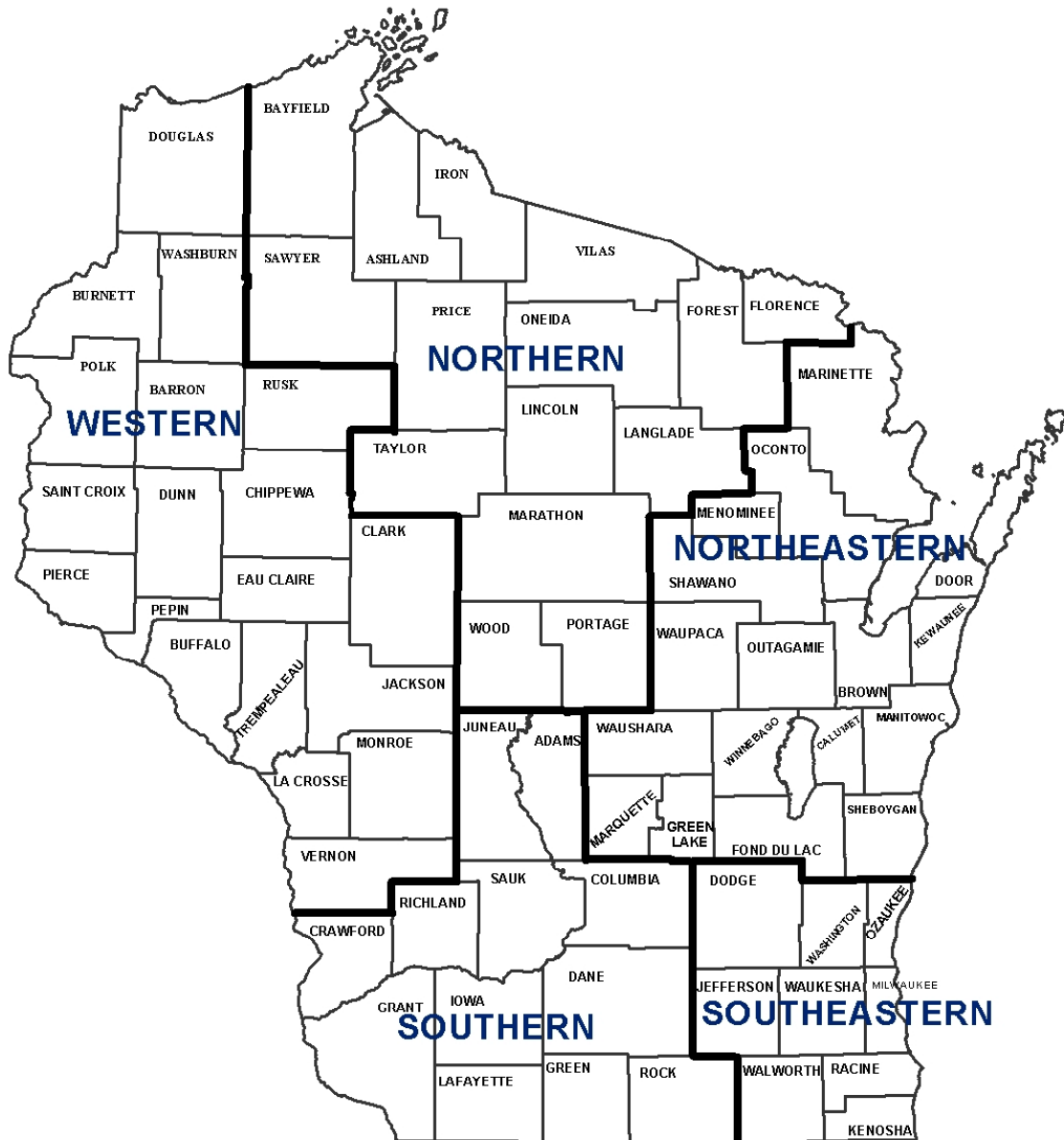
(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the Federal, state, or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for

purpose of adequate replacement under 5333(b) of 49 U.S.C. Chapter 53. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

**APPENDIX C - WISCONSIN DEPARTMENT OF HEALTH & FAMILY SERVICES
OFFICE OF STRATEGIC FINANCE**



APPENDIX C

DISTRICT OFFICES, OFFICE OF STRATEGIC FINANCE WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES

Patrick Cork, Area Administrator
Office of Strategic Finance, Northern Region
P. O. Box 697
Rhineland, WI 54501
(715) 365-2523

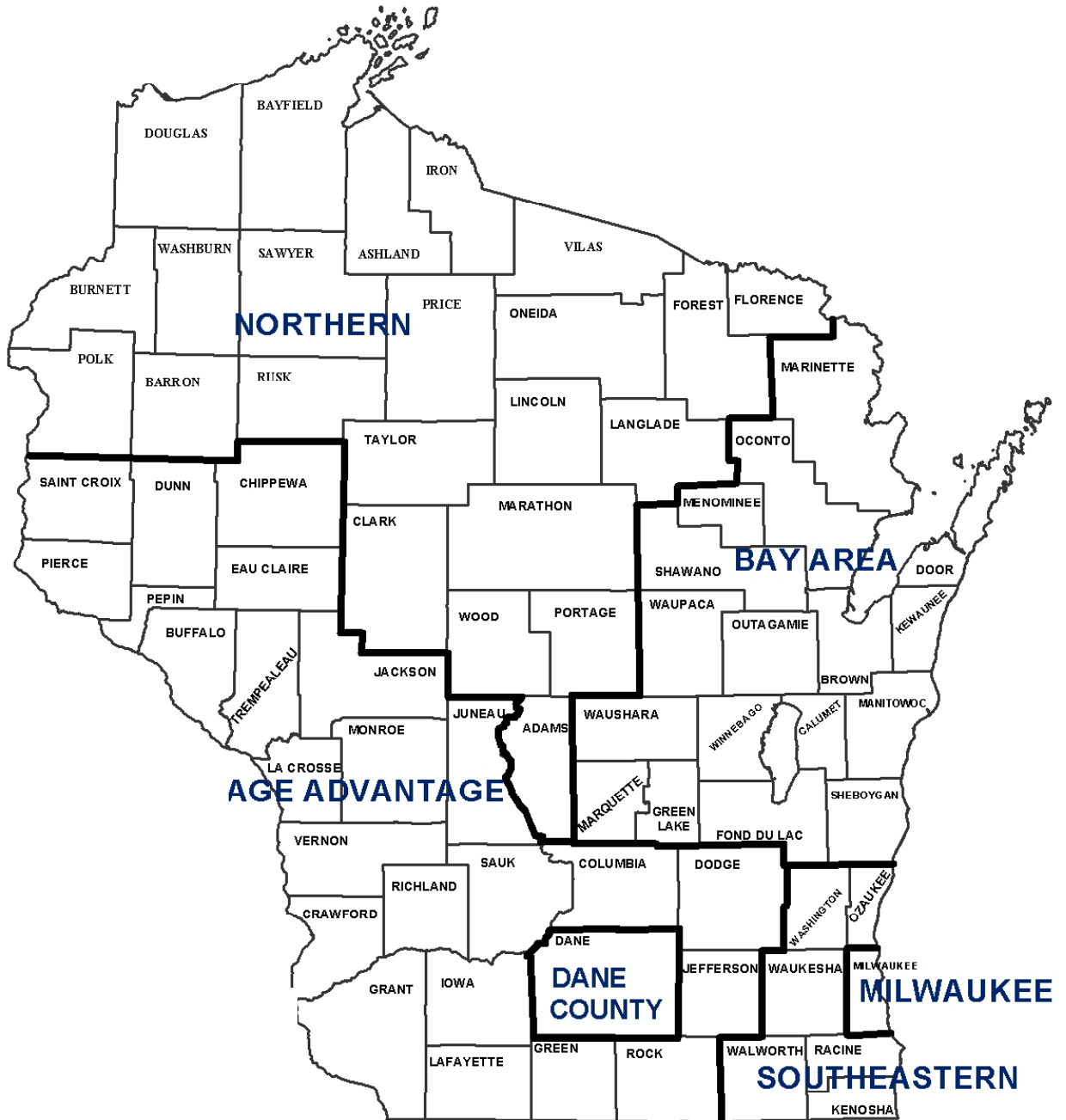
Julie Kudick, Area Administrator
Office of Strategic Finance, Northeastern Region
200 North Jefferson, Suite 411
Green Bay, WI 54301-5191
(920) 448-5318

Cheryl Marek Domrose, Area Administrator
Office of Strategic Finance, Southeastern Region
141 N.W. Barstow Street, Room 104
Waukesha, WI 53188-3789
(414) 521-5113

Patty Hammes, Area Administrator
Office of Strategic Finance, Southern Region
2917 International Lane, Ste. 130
Madison, WI 53704
(608) 243-2419

Audrey Roecker, Area Administrator
Office of Strategic Finance, Western Region
610 Gibson St., Ste. 2
Eau Claire, WI 54701
(715) 836-5713

APPENDIX D - AREA AGENCIES ON AGING



APPENDIX D

AREA AGENCIES ON AGING

Robert Kellerman, Exec. Director
Age Advantage
2850 Dairy Drive, Ste. 200
Madison, WI 53718
608/224-6300

Helen Ramon, Exec. Director
Southeastern Area Agency on Aging, Inc.
125 Executive Drive, Ste. 102
Brookfield, WI 53005
262/821-4444

Richard Sicchio, Exec. Director
Northern Area Agency on Aging, Inc.
P. O. Box 1028
Rhinelander, WI 54501
715/365-2525

Stephanie Sue Stein, Exec. Director
Milwaukee Area Agency on Aging
235 W. Galena St., Ste. 180
Milwaukee, WI 53212-3925
414/289-5950

Vacant, Exec. Director
Bay Area Agency on Aging, Inc.
1850 Elkay Lane, Ste. A
Green Bay, WI 54302-2220
920/469-8858 or 800/991-5578

Rita Odegaard, Exec. Director
Dane County Area Agency on Aging
1955 W. Broadway, Ste. 105
Madison WI 53713
608/224-3660

CLEARINGHOUSES FOR WISCONSIN FEDERAL GRANTS & DEVELOPMENT REVIEW PROCESS



APPENDIX E - REGIONAL PLANNING COMMISSIONS

Mr. Philip Evenson, Exec. Director Southeastern Wis. Regional Planning Commission 916 North East Avenue, P.O. Box 1607 Waukesha, WI 53187-1607 (414) 547-6721	Mr. Larry Ward, Exec. Director Southwestern Wis. Regional Planning Commission 426 Karrmann Library, 1 University Plaza Platteville, WI 53818 (608) 342-1214
Mr. Myron Schuster, Exec. Director Northwest Regional Planning Commission 1400 S. River Street Spooner, WI 54801 (715) 635-2197	Mr. Dennis Lawrence, Exec. Director North Central Wis. Regional Planning Commission 210 McClellan St., Suite 210 Wausau, WI 54403 (715) 849-5510
Mr. Harlan Kiesow, Director East Central Wis. Regional Planning Commission 132 Main Street Menasha, WI 54952-3100 (920) 751-4770	Mr. Jerry Chasteen, Director West Central Wis. Regional Planning Commission 800 Wisconsin St. #D2-401, Mailbox 9 Eau Claire, WI 54703-3606 (715) 836-2918
Mr. Martin Holden, Exec. Director Bay-Lake Regional Planning Commission Suite 211, Old Fort Square 211 N. Broadway Green Bay, WI 54303-2757 (920) 448-2820	Mr. Chuck Lamine, Exec. Director Brown County Planning Commission City Hall, Room 608 100 North Jefferson Street Green Bay, WI 54301-5026 (920) 448-3422
Mr. Greg Flogstad, Director Mississippi River Regional Planning Commission 1707 Main St., Suite 240 La Crosse, WI 54601 (608) 785-9396	<u>State Clearinghouse</u> Mr. Jeff Smith, Coordinator Federal-State Relations Div. of Energy & Inter-Gov't. Relations Wis. Dept of Administration P.O. Box 7868 Madison, WI 53707 (608) 266-0267
Mr. Thomas Favour, Exec. Director Dane County Regional Planning Commission 217 S. Hamilton St., Suite 403 Madison, WI 53703 (608) 266-4137	

APPENDIX F
STATUTES, REGULATIONS, EXECUTIVE ORDERS, AND ADMINISTRATIVE REQUIREMENTS
APPLICABLE TO SECTION 5311 PROGRAM
(Briefly described and provided for the convenience of the applicant)

STATUTES

Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, as amended by the TEA-21 Restoration Act 105-206, 112 Stat. 685, July 22, 1998, 49 U.S.C. Chapter 53, Title 23, United States Code.

49 U.S.C. 5323(a)(1)

- which requires, among other things, the recipient to meet certain requirements when acquiring the property of or interest in a private company or seeking to operate in competition with an existing transportation company.

49 U.S.C. 5323(b)

- which contains public hearing requirements for a capital project that will substantially affect a community or its transit service.

49 U.S.C 5332

- which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age and prohibits discrimination in employment or business opportunity.

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000(d)

- which, among other things, prohibits discrimination on the basis of race, color or national origin.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(e)

- which, among things, prohibits discrimination in employment

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794

- which among other things, prohibits discrimination on the basis of handicap

Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107

- which, among other things, prohibits discrimination on the basis of age.

18 U.S.C. 1001, and/or The Program Fraud Civil Remedies Act, 31 U.S.C. 3801, et seq.

- which provides sanctions for those who knowingly and willfully provide false information to the federal government.

49 U.S.C. 5323(m) and FTA implementing regulations at 49 CFR Part 663

- which requires pre-award and post delivery reviews when acquiring rolling stock.

49 U.S.C. 5323(d) and FTA implementing regulations at 49 CFR Part 604

- which relates to restrictions on the provision of charter service.

49 U.S.C. 5323(f) and FTA implementing regulations at 49 CFR Part 605

- which contain restrictions on school bus operations

49 U.S.C. 5333(b)

- which, among other things, contain transit employee protective provisions.

49 U.S.C. 40118 and implementing regulations at 41 CFR Parts 301-310

- which contain “Fly America” Act provisions.

Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 et seq.

- which, among other things, relates to nondiscrimination on the basis of drug abuse.

Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 et seq.

- which, among other things, relates to nondiscrimination on the basis of alcohol abuse or alcoholism.

Public Health Service Act of 1912, as amended, 42 U.S.C. 290 dd-3 and 290 ee-3

- which, among other things, relates to confidentiality of alcohol and drug abuse patient records.

Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451, et seq.

- which, among other things, requires assurance of project consistency with the approved state management program developed pursuant to the requirements of the Act.

Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300 h, et seq.

- which, among other things, provides for the protection of underground sources of drinking water.

Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. and other environmental protections for federal transit programs.

- which, among other things, provide protections for a park, recreation area, or wildlife or waterfowl refuge of national, state or local significance or any land from a historic site of national, state or local significance used in a transit project as required by 49 U.S.C. 303.

Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271, et seq.

- which relates to protecting components of the national wild and scenic rivers system.

National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq.

- which provides protection of human subjects involved in research, development and related activities supported by federal assistance.

Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131, et seq.

- which, among other things, regulates the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by FTA assistance.

Single Audit Act Amendments of 1966, 31 U.S.C. 7501, et seq.

- which requires the performance of financial and compliance audits.

Privacy Act of 1974, 5 U.S.C. 552

- which, among other things, restricts access to drug and alcohol records of individuals.

Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101, et seq.

- which, among other things, prohibits discrimination on the basis of disability.

“Hatch Act”, 5 U.S.C. 1501 through 1508, and 7324 through 7326

- which, among other things, imposes certain restrictions on political activities of recipients of federal financial assistance

“Buy America Requirements”, 49 U.S.C. 5323j and 49 CFR Part 661

- which, among other things, requires that steel, iron, and manufactured products procured under FTA contracts are produced in the United States, unless a waiver has been granted.

“Davis-Bacon Act”, as amended, 40 U.S.C. 276a, et seq. and 29 CFR Part 5

- which requires, among other things, that all mechanics and laborers working on federally assisted construction projects (in excess of \$2,000 contract value) be paid not less than once a week, at wage rates computed at an amount not less than the prevailing wages for similar work in the same geographic area of the project

“Copeland ‘Anti-Kickback’ Act”, as amended, 18 U.S.C. 874, 40 U.S.C. 276c and 29 CFR Parts 3 and 5

- which, among other things, prohibits payroll deductions from the wages of employees who are covered by the Davis-Bacon Act for any reason except those specifically stated in the Copeland Act

“Contract Work and Safety Standards Act”, as amended, 40 U.S.C. 327-333 and CFR Parts 5 and 1926

- which, among other things, establishes the required basis and conditions for hours of work and for overtime pay of laborers and mechanics and directs the Department of Labor to formulate construction safety and health standards

“National Environmental Policy Act of 1969”, as amended, 42 U.S.C. 4321, et seq.

- which, among other things, prohibits federal assistance that will adversely affect the quality of the environment

“Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970”, as amended, 42 U.S.C. 4601, et seq.

- which, among other things, establishes the terms and conditions for compensation to property owners and occupants who are displaced or whose property is acquired as a result of federally assisted projects

“Archeological and Historic Preservation Act of 1974”, as amended, 16 U.S.C. 469a-1, et seq.

- which provides protection for historically valuable property

“National Historic Preservation Act of 1966”, as amended, 16 U.S.C. 470, et seq.

- which, among other things, provides for the protection of national historic sites

“Federal Water Pollution Control Act”, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251, et seq.

- which, among other things, sets limits on pollutants discharged in international waterways and requires safeguard against spills from oil storage facilities

“Clean Air Act of 1955”, as amended, 42 U.S.C. 7401, et seq.

- which, among other things, establishes national standards for vehicle emissions

“Energy Policy and Conservation Act”, 42 U.S.C. 6321, et seq.

- which, among other things, authorizes development and implementation of state energy conservation plans with mandatory standards and policies relating to energy efficiency.

Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b).

- which, among other things, prohibits the use of lead-based paint in construction or rehabilitation of structures.

“National Flood Insurance Act of 1968”, 42 U.S.C. 4011, et seq.

- which, among other things, authorizes a national flood insurance program

“Flood Disaster Protection Act of 1973”, as amended, 42 U.S.C. 4012a(a), et seq.

- which, among other things, requires the purchase of flood insurance by recipients of federal financial assistance who are located in areas having special flood hazards

REGULATIONS

U.S. DOT and FTA regulations at 49 CFR.

- regulations promulgated by FTA and U.S. DOT.

49 CFR Part 29

- regulations promulgated by U.S. DOT on government-wide debarment and suspension.

49 CFR Parts 21, 24, 25, 26, 27, 37 and 38

- regulations promulgated by the Department of Transportation governing Title VI of the Civil Rights Act of 1964, as amended, Relocation and Real Property Acquisition, Disadvantaged Business Enterprise, Nondiscrimination on the Basis of Handicap and the American with Disabilities Act.

49 CFR Part 29, as modified by 41 U.S.C. 702

- regulations promulgated by U.S. DOT governing “Drug-Free Workplace Requirements”.

49 CFR Part 655

- regulations promulgated by FTA governing prevention of alcohol misuse and prohibited drug use in transit operations

46 CFR Part 381

- regulations promulgated by the Maritime Administration governing cargo preference requirements

49 CFR Part 663

- regulations promulgated by the U.S. DOT governing access to records and reports.

49 CFR Part 11

- regulations by U.S. DOT governing protection of human subjects involved in research, development, and related activities.

40 CFR Part 15 and 49 CFR Part 18

- regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements for grantees.

29 C.F.R. Parts 5 and 215

- regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

49 CFR Part 41

- governing seismic safety design and construction requirements.

49 CFR Part 19 and Part 20

- regulations promulgated by U.S. DOT which provide restrictions on lobbying for contracts exceeding \$100,000.

49 CFR Part 665

- regulations promulgated by FTA pertaining to testing requirements for new bus acquisitions.

FTA National ITS Architecture Policy on Transit Projects, 66 FR 1459, January 8, 2001

- regulations pertaining to ITS projects.

40 CFR Part 247 and Executive Order 12873

- regulations pertaining to recycled products.

U.S. Department of Agriculture regulations, "Animal Welfare", 9 CFR subchapter A, parts 1, 2, 3, and 4

- regulations regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities.

EXECUTIVE ORDERS

E.O. 11246

- which establishes requirements for equal employment opportunity.

E.O. 11593

- which provides for identification and protection of historic properties.

E.O. 11988

- which establishes certain specific requirements related to flood protection and control.

E.O. 11990

- which relates to wetland protection.

E.O. 11514 and 11738

- which relates to environmental quality control measures.

E.O. 12372 and implementing regulations at 49 CFR Part 17

- which requires an intergovernmental review of transportation programs and activities.

ADMINISTRATIVE REQUIREMENTS

Office of Management and Budget (OMB) Circular A-87

- which provides cost principles applicable to grants and contracts with state and local governments.

Office of Management and Budget (OMB) Circular A-102

- which provides uniform requirements for assistance to state and local government.

Office of Management and Budget (OMB) Circular A-133

- which provides principles for audits of states, local governments and non-profit organizations.

Federal Transit Administration (FTA) Circular 4220.1D

- which provides requirements for third party contracting and for compliance with procurement regulations.

48 CFR Part 31 – Federal Acquisition Regulations

- which provides cost principles applicable to contracts with commercial organizations.